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Construction, Inc.; A.G. Spanos
Development, Inc.; A.G. Spanos
Land Company, Inc.; A.G. Spanos
Management, Inc., The Spanos Corporation

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

National Fair Housing Alliance, Inc., et al.,	)	CASE NO. C07-03255-SBA
)	
Plaintiffs,	)	AMENDED NOTICE OF MOTION AND
	)	MOTION OF DEFENDANTS A.G.
vs.	)	SPANOS CONSTRUCTION, INC.; A.G.
	)	SPANOS DEVELOPMENT, INC.; A.G.
A.G. Spanos Construction, Inc., et al.	)	SPANOS LAND COMPANY, INC.; A.G.
	)	SPANOS MANAGEMENT, INC., AND
Defendants.	)	THE SPANOS CORPORATION FOR
	)	MORE DEFINITE STATEMENT RE
	)	FIRST AMENDED COMPLAINT

[Fed. R. Civ. P. 12(e)]

Hearing Date: March 11, 2008
Time: 1:00 p.m.
Dept.: Courtroom 3

Complaint Filed: June 20, 2007

TO PLAINTIFFS AND THEIR ATTORNEY OF RECORD:

PLEASE TAKE NOTICE that on March 11, 2008, at 1:00 p.m., or as soon thereafter
as this matter may be heard, in Courtroom 3 of the above-entitled court, located at 1301 Clay
Street, 3rd Floor, Oakland, California, Defendants A.G. Spanos Construction, Inc., A.G.
Spanos Development, Inc., A.G. Spanos Land Company, Inc., A.G. Spanos Management,

1 Inc., and the Spanos Corporation ("Defendants") will and hereby do move this court, pursuant
 2 to Rule 12(e) of the Federal Rules of Civil Procedure, for an order requiring Plaintiffs National
 3 Fair Housing Alliance, Inc., Fair Housing of Marin, Inc., Fair Housing Napa Valley, Inc.,
 4 Metro Fair Housing Services, Inc., Fair Housing Continuum, Inc. ("Plaintiffs") to amend their
 5 first amended complaint to clarify the "vague" and "ambiguous" allegations contained therein.

6 The basis of this Motion, as set forth more fully in the Memorandum of Points and
 7 Authorities, filed on December 21, 2007, is that:

- 8 I. THE COMPLAINT IS UNCERTAIN RE THE NUMBER OF COMPLEXES SUED
 9 ON.
- 10 II. THE ALLEGATIONS OF PLAINTIFFS' COMPLAINT ARE "VAGUE AND
 11 AMBIGUOUS" REGARDING PLAINTIFFS' STANDING TO SUE FOR DAMAGES
 12 OR INJUNCTIVE RELIEF UNDER THE FHAA BECAUSE PLAINTIFFS DO NOT
 13 ALLEGE FACTS SUFFICIENT TO ESTABLISH THE "IRREDUCIBLE
 14 CONSTITUTIONAL MINIMUM" FOR STANDING UNDER ARTICLE III OF THE
 15 U.S. CONSTITUTION
- 16 A. Plaintiffs Do Not Claim To Be Members of a Protected Class under the FHAA,
 17 Nor Do They Purport to Sue on Behalf of Any Member of a Protected Class;
 18 Therefore, They Have No Standing to Sue
- 19 B. Plaintiffs Do Not Allege Facts Sufficient To Establish the "Irreducible
 20 Constitutional Minimum" for Standing
- 21 C. Plaintiffs Have Not Alleged Facts Sufficient to Establish Standing to Seek
 22 Damages
- 23 D. Plaintiffs Have Failed to Allege Facts Sufficient to Establish Standing to Seek
 24 Injunctive Relief Under The FHAA re The Subject Properties

25 This Motion will be based upon this Amended Notice of Motion and Motion, the
 26 Memorandum of Points and Authorities in support of this Motion, the Request for Judicial
 27 Notice in support of this Motion, and the pleadings, orders, records and documents on file in
 28 this case, as well as such oral and documentary evidence as may be properly presented at the
 time of the hearing on this Motion.

Opposition, if any, to the granting of the motion must be served and filed not less than
 twenty-one (21) days before the hearing date. If the party against whom the motion is directed
 does not oppose the motion, that party must file with the Court a Statement of Nonopposition


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1 within the time for filing and serving any opposition. *See* Local Rule 7-3(a) and 7-3(b).

2 Dated: January 7, 2008

FREEMAN, D'AIUTO, PIERCE, GUREV,
KEELING & WOLF

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5 By


LEE ROY PIERCE, JR.

6 Attorneys for Defendants A.G. Spanos
7 Construction, Inc.; A.G. Spanos Development,
8 Inc.; A.G. Spanos Land Company, Inc.; A.G.
9 Spanos Management, Inc., the Spanos Corporation
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